

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD**

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration (Bid Room) 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024		2. PAGE OF PAGES: 1 OF 63
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: CFSA-09-IFB-0002
		5. DATE ISSUED: July 3, 2009
		6. OPENING DATE/CLOSING DATE & TIME: July 3, 2009 / August 3, 2009 @ 2:00 PM (EST) local time
7. TYPE OF SOLICITATION: <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"		

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **CLOSING DATE –2:00 PM (EST)**

CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION CALL	NAME: Pamela Glover Contract Specialist	TELEPHONE NUMBER: (202) 724-7579	B. E-MAIL ADDRESS: Pamela.glover@dc.gov
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	41-51
X	B	Supplies/Services and Price/Costs	2-6	PART III – List of Documents, Exhibits and Other Attach			
X	C	Description/Specs/Work Statement	7-25	X	J	List of Attachments	52
X	D	Packaging and Marking	26	PART IV – Representations and Instructions			
X	E	Inspection and Acceptance	27	X	K	Representations, Certifications and other Statements of Offerors	53-55
X	F	Deliveries or Performance	28-32	X	L	Instrs. Conds., & Notices to Offerors	56-60
X	G	Contract Administration	33-35	X	M	Evaluation Factors for Award	61-63
X	H	Special Contract Requirements	36-40				

OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF OFFEROR:		15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:		15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:		
	EXT:		

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Tara Sigamoni, Agency Chief Contracting Officer		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

CFSA SOLICITATION/OFFER /AWARD FORM 33 (REV. 01-01)

SECTION B: SUPPLIES OR SERVICES AND PRICE**B.1 Supplies or Services**

B.1.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA), is seeking qualified contractors to provide up to _____ clients Therapeutic Afterschool and Summer Camp Services in accordance with the requirements as stated in Section C of this solicitation.

B.1.2 The Contractor must provide all necessary labor, management, supervision, equipment, materials, transportation, facility (ies) and any other items necessary to provide Therapeutic Afterschool and Summer Camp Services as referred by CFSA.

B.2 Type of Contract

B.2.1 The resulting contract(s) from this solicitation will be IDIQ contract(s) with fixed unit hourly prices. Pursuant to the requirements of 27 DCMR § 2416.10, the contract minimums for the term of the contract shall be as stated in section B.3 and the contract maximums are set forth in section B.4, below.

B.3 PRICE SCHEDULE**B.3.1 BASE PERIOD – Aggregate Award Group CLINS 0001-0004**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Quantity	Price Per Hour	Contract Minimum
0001	Therapeutic Afterschool Services, See C.1 through C.3	School Days	165 days	\$_____	\$_____
0002	Therapeutic Summer Camp Services, See C.1 through C.3	Days	38 days	\$_____	\$_____
0003	Transportation Services	Round trip	203 days	\$_____	\$_____
0004	Transportation Services	One-way	203 days	\$_____	\$_____
Total					\$_____

B.3.2 Option Year One - Aggregate Award Group**CLINS 0001-0004**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Quantity	Price Per Hour	Contract Minimum
0001	Therapeutic Afterschool Services, See C.1 through C.3	School Days	165 days	\$_____	\$_____
0002	Therapeutic Summer Camp Services, See C.1 through C.3	Days	38 days	\$_____	\$_____
0003	Transportation Services	Round trip	203 days	\$_____	\$_____
0004	Transportation Services	One-way	203 days	\$_____	\$_____
Total					\$_____

B.3.3 Option Year Two - Aggregate Award Group**CLINS 0001-0004**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Quantity	Price Per Hour	Contract Minimum
0001	Therapeutic Afterschool Services, See C.1 through C.3	School Days	165 days	\$_____	\$_____
0002	Therapeutic Summer Camp Services, See C.1 through C.3	Days	38 days	\$_____	\$_____
0003	Transportation Services	Round trip	203 days	\$_____	\$_____
0004	Transportation Services	One-way	203 days	\$_____	\$_____
Total					\$_____

B. 3.4 Option Year Three - Aggregate Award Group CLINS 0001-0004

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Quantity	Price Per Hour	Contract Minimum
0001	Therapeutic Afterschool Services, See C.1 through C.3	School Days	165 days	\$_____	\$_____
0002	Therapeutic Summer Camp Services, See C.1 through C.3	Days	38 days	\$_____	\$_____
0003	Transportation Services	Round trip	203 days	\$_____	\$_____
0004	Transportation Services	One-way	203 days	\$_____	\$_____
Total					\$_____

B. 3.5 Option Year Four - Aggregate Award Group CLINS 0001-0004

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Quantity	Price Per Hour	Contract Minimum
0001	Therapeutic Afterschool Services, See C.1 through C.3	School Days	165 days	\$_____	\$_____
0002	Therapeutic Summer Camp Services, See C.1 through C.3	Days	38 days	\$_____	\$_____
0003	Transportation Services	Round trip	203 days	\$_____	\$_____
0004	Transportation Services	One-way	203 days	\$_____	\$_____
Total					\$_____

B.3.4 Grand Total

Period of Performance	Extended Total
Base Year (B.3.1)	\$_____
Option Year One (B.3.2)	\$_____
Option Year Two (B.3.3)	\$_____
Option Year Three (B.3.4)	
Option Year Four (B.3.5)	
Grand Total	\$_____
Evaluated (LSDBE) Total	\$_____

B.4. Contract Maximums: Each contract shall contain three contract maximums: (1) a maximum contract total number of clients per year, (2) a maximum contract total number of days per year, and (3) a maximum total number of days per client.

B.4.1. Maximum Contract Total Number of Clients Per Year:

The bidder shall set forth below the maximum number of Therapeutic Afterschool Clients and the maximum number of Therapeutic Summer Camp Clients that the bidder can responsibly service for the contract term. The District will consider the maximum number of clients set forth below as a matter of Responsibility in accordance with 27 DCMR §2200, *et seq.* In the absence of information clearly indicating that the prospective contractor is responsible and can perform the contract up to the maximum number of clients set forth below, the contracting officer shall make a determination of nonresponsibility. Each bidder shall fill in the blanks below the maximum number of clients for the base year and each option year. If the bidder fails to state the maximum number of clients for the base year and each option year, the contracting officer shall find the bidder nonresponsive.

B.4.1.1 Therapeutic Afterschool Clients: Base Year_____; Option Year One_____ Option Year Two_____ ; Option Year Three_____; Option Year Four.

B.4.1.2 Therapeutic Summer Camp Clients: Base Year _____; Option Year One_____ Option Year Two_____ ; Option Year Three_____; Option Year Four.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

B.4.1.3 Transportation Services: Base Year_____; Option Year One_____; Option Year Two_____; Option Year Three_____; Option Year Four.

B.4.2 Maximum Contract Total Number of Days per Year

The maximum contract total number of days for each contract year shall be based on the following formula: “B.4.2.1 plus B.4.2.2 equals maximum number of days per year.”

B.4.2.1 Therapeutic Afterschool Services for Client: The total number of Afterschool Clients times 165 days, equals the maximum contract total number of days allowed for the Contactor to service Afterschool Clients.

B.4.2.2. Summer Camp Clients: The total number of Summer Camp Clients times 38 days, equals the maximum contract total number of hours allowed for the Contractor to service summer camp clients.

B.4.2.3 Transportation Services: The total number of roundtrips or one way trips times 203 days equals the maximum contract total number of hours allowed for the Contractor to services the clients for afterschool and summer camp services.

B.4.2.3 The District shall set forth in the contract award the maximum contract total number of days per year.

B.4.4 Maximum Total Number of Days per Client

CFSA shall allow the contractor to service each Afterschool Client up to a total ceiling of 165 days of service in a contract year. CFSA shall allow the contractor to service each summer camp client up to a total ceiling of 38 days per client in a contract year. CFSA shall allow the contractor to service each client for transportation services up to a total ceiling of 203 days per client in a contract year.

B.5 **Base Year Amount of the Contract**

The District shall calculate the maximum base year amount of the contract by calculating the sum of (1) the product of the unit price for Afterschool services times the maximum number of clients multiplied by 165, and (2) the product of the unit price for summer camp services times the maximum number of clients multiplied by 38 days. (3) the product of the unit price for transportation services times the maximum number of clients multiplied by 203 days. The District shall set forth in the contract award the maximum base year amount.

B.6 **Method of Award of Contracts**

For the purpose of determining the number of contract awards, the District shall (1) list the bidders starting with the lowest evaluated priced responsive responsible bidder (§B.3.4), and (2) allocate the maximum number of clients to each bidder sequentially until the District has allocated up to a maximum of 225 clients. If the last allocation is less than the maximum number of clients bid, the Bidder may elect to reject the award.

*****END OF SECTION B*****

SECTION C: SCOPE OF WORK REQUIREMENTS

C.1 SCOPE OF SERVICES

- C.1.1 The Government of the District of Columbia, **CHILD AND FAMILY SERVICES AGENCY** (CFSA) is seeking Contractors to provide therapeutic after-school, summer camp and transportation services to clients of CFSA, ages 6 to 14 from Monday-Friday, from 12:00 PM to 7:00 PM, and summer camp from 9:00 AM to 5:00 PM for the wards of Child and Family Services Agency (CFSA), hereinafter referred to as clients. The clients are vulnerable at-risk youth who suffer from serious emotional disorders and abuse and neglect. CFSA is also seeking Contractors with offices in the District of Columbia or within a seventy-five (75) mile radius of Washington, DC.

C.2 TASKS

- C-2.1 The Contractor shall provide Therapeutic After-School and Summer Camp Services from Monday-Friday, from 12:00 PM to 7:00 PM, and summer camp from 9:00 AM to 5:00 PM, including but not limited to:

- C-2.1.1 Art Therapy
- C-2.1.2 Academic Enhancement Services
- C-2.1.3 Crisis Intervention Services
- C-2.1.4 Dance/Movement Therapy
- C-2.1.5 Drama Therapy
- C-2.1.6 Life Skill development Services
- C-2.1.7 Music Therapy
- C-2.1.8 Recreation Therapy
- C-2.1.9 Weekly Outings/activities
- C-2.1.10 A Daily nutritional snack

C-3 DEFINITIONS OF TASK

ART THERAPY: Students shall have the opportunity to explore all media from paper, to clay, to fabric, to film, to technology and design. Students shall be given a strong foundation in the fundamentals of art and the seven elements that affect everything in art I life (line, shape, color, value, form, space, texture). Students shall be given the challenge of seeing a project through from start to finish.

ACADEMIC ENHANCEMENT SERVICES: All students shall have a school-generated Individualized Educational Plan (IEP). Youth shall serve as valued members on the Multi-Disciplinary teams (MDT) for the students on their case loads, and shall maintain close contact with teachers at the students' schools. Students shall receive tutoring services on a daily basis, in accordance with the goals prescribed in their IEPs.

CRISIS INTERVENTION SERVICES: Staff members shall be trained and certified in the advanced skills of Life Space Crisis Intervention. When a student is in crisis, presenting language and behavior that has escalated to a point that is disruptive, offensive or unsafe, that student shall be engaged one-on-one in a very structured process of de-escalation, recognition, responsibility, and finally, re-entry

to the original environment. The advanced verbal de-escalation regimen shall safely and appropriately guide students through a crisis, teach them new skills, and empower their self-awareness in future scenarios.

DANCE/MOVEMENT THERAPY: The Movement Therapy program shall focus on body awareness and the ways that non-verbal communication can successfully express that which is verbally inaccessible. In sessions, students shall utilize listening skills and develop relationships. Body integration shall be through developmental movement patterns with a focus on space, motor skills, and sequencing of movement. Expression shall be encouraged through free and spontaneous movement. Students shall develop their movement repertoire to increase their coping skills.

DRAMA THERAPY: The Drama therapy element shall provide an opportunity for children to try on different hats, faces, and characters, both shall literally and figuratively. Students shall engage in improvisational games, skits and short plays as a way of expressing their personal thoughts, views and feelings. This component shall allow children to be imaginative, spontaneous and creative and to discover new ways to address conflict, peer pressure, community issues and school challenges.

LIFE SKILLS/THE ARISE FOUNDATION CURRICULUM: The Arise Foundation in Miami, Florida has written a very thorough interactive curriculum for at-risk youth between the ages of five and twenty-one. Staff are trained and certified in teaching the curriculum in group settings and the topics and related activities include full workbooks on self-esteem, violence and guns, safety, health and hygiene, making good choices, fatherhood, and anger, to name a few. Life skills sessions are facilitated in small groups on a daily basis.

MUSIC THERAPY: The Music Therapy Program shall offer students the opportunity to explore music as another form of self-expression. Students shall develop individual musical abilities and come together with their instruments to make music as a group. With an awareness of the foundations of music including time, measures, beats and rhythm, students explore different historical and cultural influences over music. listening skills, repetition, practice, cooperation and fun are all keys to this element.

RECREATION THERAPY: In daily therapeutic recreation blocks students shall focus on the principles of teamwork, cooperation, sportsmanship, communication, and goal-setting. Games and activities shall be designed to encourage participation in all areas, and the needs and abilities of all students shall be addressed and considered. Through the use of positive reinforcement and positive praise students shall develop self-confidence and self-esteem.

C.4 **DEFINITIONS**

- C.4.1 **Behavior Management Plan** - a plan that fully describes the goals and objectives of the desired improvement in the emotional and behavioral functioning and development of a Child.
- C.4.2 **CFSA Program Monitor** – the CFSA staff member responsible for overseeing the performance of the contract deliverables.
- C.4.3 **Client** – a committed ward of the CHILD AND FAMILY SERVICES AGENCY referred to the contractor for the provision of afterschool and/or summer camp services.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- C.4.4 **Contractor** – A consultant, vendor, Provider of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District of Columbia.
- C.4.5 **Emergency Afterschool and Summer Camp Services** – provision by the Contractor of afterschool and summer camp services within twenty-four (24) hours of the time when the referral is made by the CFSA Monitor.
- C.4.6 **Individual Assessment Plan** – an individualized plan that is prepared by the Contractor that establishes the goals and objectives to be achieved by the client. The caretaker, Social Worker, and the client must be included in the preparation of the plan. The Individual Assessment Plan must include timeframes clearly defining the goals and objectives for the client, and how the services delivered plan to achieve these goals. The plan must also include timeframes for services and attainment of the goals, as well as discharge planning for completion of goals.
- C.4.7 **Job Description** – must include, but not limited to, education requirements, experience, licensing and certification criteria, a description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria.
- C.4.8 **Needs Assessment** – a memorandum and referral form requesting services that the CFSA Social Worker submits to CFSA’s Collaborative Liaison Unit. This assessment is sent to the Contractor to be incorporated into the service plan.
- a) The needs assessment plan must outline specific service needs for the client with specified timeframes for achievement of goals and objectives.
- b) The needs assessment shall be utilized to assign an appropriate match between Client and Social Worker that best serves the client’s needs as identified in the needs assessment plan. The needs assessment plan shall include provisions for diversity in race, gender, language, disability status and sexual orientation.
- C.4.9 **Personnel File** – must include, but not be limited to, application for employment, resume or employment history, professional and personal references, applicable credentials/certifications, all required clearance documents, records of any required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations, and date and reason(s) if terminated from employment.
- C.4.10 **Quality Assurance Plan** - plan that outlines the Contractor’s strategy to evaluate and demonstrate that the needs of the client and the provisions in the contract are being met. This plan is evidence-based and outcome driven.
- C.4.11 **Referral** – process that initiates the provision of afterschool, summer camp and transportation services for clients that the vendor is being asked to serve.
- C.4.12 **Service Level** – the number of days of afterschool and/or summer camp services being provided per month per client.
- C.4.13 **Treatment Plan** – The treatment plan is a written plan for action based on assessment data that identifies the client’s needs, the strategy for providing services to meet those needs, treatment

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

goals and objectives, and the criteria for terminating the specific interventions. At a minimum, it includes, but is not limited to, therapeutic, physical, psychological/behavioral, family, medical, social, educational, recreational, and, when appropriate, vocational and nutritional needs. The treatment plan must also include timeframes for services and attainment of goals, as well as discharge planning for completion of goals.

- C.4.14 **Unusual Incident** - The Contractor shall report **UNUSUAL INCIDENTS** to the Client's social worker and the CFSA Monitor within 24 hours by facsimile. An **UNUSUAL INCIDENT** is an event affecting staff or students significantly different from the regular course of events or established procedures. Please see attached list. Other incidents that require reporting include complaints from students, their families, their attorneys, or others regarding student services or treatments; request for information from the press, attorneys, or others regarding client services outside the CFSA; and student behavior that requires attention of staff outside the scope of this statement of work.

C.5 BACKGROUND

- C.5.1 The **CHILD AND FAMILY SERVICES AGENCY (CFSA)** is required to provide therapeutic afterschool and summer camp services to children ages 6 to 14 that are committed to CFSA for abuse and neglect. The services required for this solicitation include therapeutic afterschool and summer camp services along with transportation services. The Contractor shall focus on socialization skills, academic support and career involvement.
- C.5.2 The need for afterschool and summer camp services is determined by the Social Worker who makes a request for services through the CFSA's Collaborative Liaison Office. Upon receipt of referral, the CFSA monitor reviews the referral to make determination as to the service needed. If appropriate, the child will be referred to a Contractor responsible for ensuring the age appropriate services are provided to meet the child's needs and assist with developing short and long term goals.
- C.5.3 The CFSA's Collaborative Liaison Office monitors the timeliness and effectiveness of the afterschool and summer camp services. The monitor makes recommendations regarding the frequency and duration of afterschool and summer camp days provided per child upon initiation of services. Each child has a maximum number of days allowable. If requesting extended services for a child, a request for additional days and time must be submitted to the CFSA's Collaborative Liaison Office for approval before the services can be extended.

C.6 SERVICE REQUIREMENTS

- C.6.1 The Contractor shall provide the following requirements as specified in Section C.
- C.6.2 The Contractor shall provide Therapeutic Afterschool, Summer Camp and Transportation services to any CFSA clients referred by the District that reside within a 75-mile radius of Washington, DC. This includes, but is not limited to, the District of Columbia; Prince George's County and Montgomery County, Maryland; and Alexandria, Arlington County, and Fairfax County Virginia.
- C.6.3 The Contractor shall provide Afterschool Services for a maximum of one hundred sixty-five (165) days per client. Summer Camp Services for a maximum of thirty-eight (38) days per client.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

Transportation services for a maximum of two hundred three (203) days including roundtrip and/or one-way for each client per day. Afterschool, Summer Camp and Transportation services must be pre-authorized by a specified designee from the CFSA's Collaborative Liaison Office.

- C.6.4 The Contractor shall provide afterschool and summer camp services that include but are not limited to role modeling, individual life skills development, socialization, recreation, and anger management.
- C.6.5 The Contractor shall provide opportunities for clients to meet and engage other staff and other positive role models from the community via community-based activities and other events sponsored by the Contractor's organization quarterly.
- C.6.6 The Contractor shall provide staff capable of providing services to individuals who do not speak English or may be deaf or hearing impaired.
- C.6.7 The Contractor shall provide all necessary labor, management, supervision, equipment, materials, transportation, facility(ies) and any other items necessary to provide therapeutic Afterschool and Summer Camp Services to clients, ages 6 to 14.

C-7 CONTRACTOR SPECIFIC REQUIREMENTS

C.7.1 Office Requirements

- C.7.1.1 The Contractor shall provide a commercial office space, within a 75-mile radius of the District of Columbia for general administration of the program, maintaining of records, processing of client referrals and supervision of Staff. The Contractor's administration office shall accommodate site visits made by CFSA's Collaborative Liaison Office and be in compliance with the Americans with Disabilities Act (ADA) requirements.
- C.7.1.2 The Contractor shall have a facility with a professional reception area for processing referrals. This facility shall be generally accessible to public transportation and in a safe area.
- C.7.1.3 The Contractor shall provide afterschool services in specific communities within the District of Columbia or where the client resides.
- C.7.1.4 The Contractor shall have an appropriate Certificate of Occupancy and other required licenses and permits for the facility (ies). The Contractor shall furnish a copy of all required permits, licenses and certifications to the CFSA Program Monitor within ten (10) days of Contract award. The Contractor shall provide to CFSA for the Agency Chief Contracting Officer's approval appropriate Certificates of Occupancy and other required licenses and permits for any alternate facility that the Contractor intends to use for the performance of the work under the Contract at least five (5) days before the Contractor intends to use the alternate facility.
- C.7.1.5 The Contractor shall develop an emergency exit plan and shall develop a contingency plan for an alternative facility in the event the Contractor's facility is rendered uninhabitable for any reason.

C.7.2 Program Requirements (Organizational Work Plan)

- C.7.2.1 The Contractor shall maintain a current organizational chart for all functions which displays organizational relationships and demonstrates who has the responsibility for administrative oversight and program supervision over each activity.
- C.7.2.2 The Contractor shall establish and demonstrate strategies for addressing the needs of a diverse population in order to ensure that the safety and well-being of each client is never compromised.
- C.7.2.3 The Contractor shall develop an enrollment Procedure on intake of referrals, review of referrals, on conducting initial interview by Contractor's staff with the client, his/her Caretaker, and the client's Social Worker before an employee match is facilitated.
- C.7.2.4 The Contractor shall develop and implement a Quality Assurance Plan.

C.7.3 Staffing Requirements

- C.7.3.1 The Contractor shall have sufficient staffing to provide the level of service and supervision necessary for the safety of all clients referred. The Contractor shall notify the CFSA Program Monitor within twenty-four (24) hours whenever the Contractor is unable to comply with the provision of services.
- C.7.3.2 The Contractor shall develop and utilize a staffing array that accommodates client conditions that might include disabilities such as hearing, speech, eye sight impairment, and any other physical impairment or cognitive emotional challenges/special needs; as well as make provisions for any non-English speakers in need of services.
- C.7.3.3 The Contractor's key personnel shall include the Program Director and staff who provide direct services to the clients. The Contractor shall furnish resumes to the CFSA Program Monitor, and for any staffing positions designated as key personnel by CFSA. The Contractor shall submit all changes made to key personnel prior to being made to the CFSA Program Monitor for review and approval.
- C.7.3.4 The Contractor's key personnel shall be able to clearly read, speak, write and understand English as the first language.
- C.7.3.5 The Contractor shall ensure that the Program Director has a Master's degree in counseling, human services, Social Work, Psychology or Education, as well as five (5) years of experience working in the field of education or human service delivery system. The Contractor's Clinical Director will supervise the afterschool and summer camp staff.
- C.7.3.6 The Contractor shall ensure that all Employees meet or exceed the following minimum qualifications:
 - (a) Employees shall be at least 18 years of age;
 - (b) Employees shall have minimum of one year college education;
 - (c) Employees shall have three years of experience in the Education or Human Services area;

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- (d) Employees shall have three years of experience working with a population with histories similar to children being serviced by CFSA;
- (e) Employees shall have completed and passed the Child Protective Register clearance, Criminal Background and Police clearances, health clearances, and the required training;

C.7.3.7 The Contractor shall provide a supervisor to provide supervision to employees, to include but not limited to:

- (a) monitoring the quality of services provided;
- (b) identification and resolution of problems that interfere with the quality of services provided;
- (c) provision of regular, formal evaluations for employees annually;
- (d) at least two face-to-face supervisory conferences with each aide annually; and
- (e) appropriate actions to identify and resolve personnel problems.

C.7.3.8 The Contractor shall maintain job descriptions covering all positions funded under this contract. This documentation must be included in the Contractor's files and be available for inspection by CFSA monitor upon request.

C.7.3.9 The Contractor shall maintain a confidential personnel file as for each staff person employed under this contract. All personnel files shall be available for inspection by CFSA Program Monitor upon request.

C.7.3.10 The CFSA Program Monitor must approve, in writing, all changes in staffing patterns or job descriptions funded under this contract at least fourteen (14) calendar days in advance of such changes. CFSA reserves the right to refuse funding for any such changes made without the requisite prior approval from CFSA.

C.7.3.11 The Contractor shall ensure that all staff hired to provide services have been cleared through the Child Protection Register, the FBI and the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract, as well as the District of Columbia.

C.7.3.12 The Contractor shall ensure that all staff hired to provide services have current health certificates for all staff readily available for review by the Administrator, Collaborative Liaison Office or designee, indicating that they are free of communicable diseases and are of adequate health to work in close contact with CFSA clients.

C.7.3.13 The Contractor shall ensure that all staff hired to provide services to complete a Child Protective Registry and medical clearance on an annual basis, and a local jurisdiction clearance and a FBI clearance every two (2) years.

C.7.3.14 The Contractor shall maintain clearance documents in the personnel files and make these documents readily available for review by the CFSA Program Monitor for all employees prior to execution of this contract, and before any Employee or other staff person under the contract who provide direct services to the clients. There shall be no exceptions made for any Contractor employees or staff performing services under this contract.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- C.7.3.15 The Contractor shall ensure that all staff, including but not limited to consultants, do not have any prior conviction for any type of felony crime.
- C.7.3.16 The Contractor shall ensure that all Employees carry photo identification when performing services for the clients that indicates the name of the Contractor agency and the name of the Employee.
- C.7.3.17 The Contractor shall develop and implement a drug and alcohol policy for all staff, including but not limited to consultants. The policy shall include a screening program, a mandatory initial testing; as well as ongoing testing for all employees at random intervals, and at the request of the CFSA Program Monitor. The Contractor shall maintain the results of the initial testing, and subsequent testing, in the personnel files, and readily available for review by the CFSA Program Monitor prior to the Contractor's acceptance of any CFSA referrals.
- C.7.3.18 The Contractor shall, upon discovery, discipline or terminate any staff found to be in violation of the drug and alcohol policy.
- C.7.3.19 The Contractor shall document supervisory actions, conferences, personnel evaluations, and any other pertinent information in employee personnel records.
- C.7.3.20 The Contractor shall ensure all Employees possess a current CPR (cardiopulmonary resuscitation) and first aid certification.
- C.7.3.21 The Contractor shall provide annual training for a minimum of thirty (30) hours to all staff associated with providing afterschool and summer camp services.
- C.7.3.22 The Contractor's training curriculum shall incorporate training in anger management, conflict resolution, non-violent crisis intervention, and the ability to de-escalate negative behavior. The Contractor shall submit a syllabus of this training to the CFSA Program Monitor for review and approval. In addition, the Contractor shall provide ongoing training for each option year of this contract, and this training syllabus must also be submitted to the CFSA Program Monitor for review and approval.
- C.7.3.23 The Contractor shall maintain records of training in personnel files, and available for review by the CFSA Program Monitor.

C.8 PROVISION OF SERVICES

- C.8.1 The Contractor shall assign a substitute employee if the regular employee is going to be absent for more than a week.
- C.8.2 The Contractor shall develop and utilize methods and techniques for provision of Therapeutic Afterschool and Summer Camp services between one Employee and one individual client.
- C.8.3 The Contractor shall provide quarterly community-based activities and other events for clients sponsored by the Contractor's organization.
- C.8.4 The Contractor shall develop and utilize methods and techniques for provision of how Therapeutic Afterschool and Summer Camp services will achieve the following:

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- a) Assistance to clients in developing a written plan of his or her vision for the future;
- b) Involvement of the family or guardian of the client;
- c) Supporting and recognizing Employees.

C.8.5 The Contractor shall not make any changes to the assigned Employees without the consent of the CFSA Program Monitor.

C.8.6 The Contractor shall develop and utilize a system that appropriately matches Employees with Clients. The system should also describe strategies and activities aimed at supporting and fostering productive Afterschool and Summer Camp relationships and services.

C.8.7 A number of behaviors are regarded as incompatible with CFSA goals, values, and program standards, and therefore are considered unacceptable and prohibited by Contractor's staff and Employees in the provision of therapeutic afterschool and summer camp services. If the Contractor's staff engages in any of the unacceptable behavior, as specified but not limited to the information listed below, the Contractor shall discipline the offending staff.

- a) Corporal punishment or physical restraint of clients.
- b) Unwelcome physical contact, such as inappropriate touching, patting, pinching, punching, and physical assault. CFSA does not condone corporal (spanking, hitting, name-calling) punishment of clients.
- c) Unwelcome physical, verbal, visual, or behavioral mannerisms or conduct at denigrates, shows hostility, or aversion toward any client.
- d) Demeaning or exploitive behavior of either a sexual or non-sexual nature including threats of such behavior.
- e) Display of demeaning, suggestive or pornographic material.
- f) Sexual abuse or neglect of a client.
- g) Denigration, public or private, or any Mentee parent/guardian or family member.
- h) Denigration, public or private, or political or religious institutions or their leaders.
- i) Offensive language or language deemed offensive (curse words, ethnic slang, gender specific slang) while serving in such capacity.
- j) Intentional violation of any local, state or federal law.
- k) Administration of medicine to Client. If a Client appears to be in need of urgent medical attention, the Employee is instructed to dial 911 or take the Client to the nearest emergency room.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- l) Subjection or coercion of a Client to attend events or participate in activities deemed inappropriate. This includes viewing films that are R, NR and X-rated (PG-13 films may be attended by youth over 13); exposure to written or internet materials that contain sexually explicit or graphic language and pictures; participation in rough physical contact activities.
- m) The Employee shall not engage in any visits with the Client at the Client's home unless explicitly authorized by the CFSA Monitor.

C.9 STANDARD OF SERVICE PROVIDED

- C.9.1 Therapeutic Afterschool and Summer Camp Services shall be performed at a level deemed satisfactory by the client and CFSA Program Monitor. When the client and CFSA Program Monitor expresses dissatisfaction with the performance, the Contractor shall make an effort to satisfy the client within 10 days by re-instructing/counseling the employee or consulting with the CFSA Program Monitor, or assigning a new employee.
- C.9.2 If the Contractor determines that services cannot be rendered for reasons beyond its control (e.g. the client refuses services or refuses entry, the family interferes with the service), the Contractor shall contact the CFSA Program Monitor for instructions.

C.10 CONFLICT-OF-INTEREST

- C.10.1 Through training and supervision, the Contractor shall insure that every effort is made to make employees aware of the need to avoid a conflict-of-interest. The Contractor shall maintain policies and procedures and provide training to insure that clients and employees are not involved in situations in which conflicts-of-interest may develop and will make reasonable efforts to insure that situations in which problems may develop are avoided. Examples of inappropriate activities include, but are not limited to: employees residing in the homes of clients for whom they work, staff accepting gifts from clients, employees accepting loans or personal property from clients, and employees engaging in outside business activities in the homes of clients.

C.11 TREATMENT PLANS

- C.11.1 The Contractor shall develop and utilize a treatment plan as defined in Section C.4 Definitions of Task for each client to include a provision of a comprehensive individualized needs assessment of the client's therapeutic service needs prior to the commencement of Therapeutic Afterschool and Summer Camp Services which shall include a needs assessment plan, individual assessment plan, and behavior management plan as defined in Section C.4. Within ten (10) business days of receiving a referral, the Contractor shall submit the treatment plan to the CFSA Program Monitor for review and approval.
- C.11.2 The treatment plan shall address the manner in which the Social Worker, Caretaker and the Client will be involved in the process of meeting the client's needs.

C.12 CLIENT RECORDS

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- C.12.1 The Contractor shall develop an enrollment and ongoing client tracking process in a format acceptable to the CFSA Program Monitor that includes, but may not be limited to, a daily roster of clients, including name of client, age of client, and Afterschool and Summer Camp activities provided for the client.
- C.12.2 The Contractor shall develop an approach for managing records maintained on each CFSA client served that contain all relevant documentation on referrals, needs assessments and service plans, modifications to service plans, service logs, and narrative notes on functioning of the client.
- C.12.3 The Contractor shall develop and maintain a file on each client referred for services. The file shall include but not be limited to the following: 1) name, birth date, and last address of the client; 2) an individualized treatment plan/activity plan which shall be developed by the Contractor within ten (10) business days of client admission into the Contractor's program; 3) any medical information and any prescription medications; 4) names and locations, if known, of any other family members; 5) any unusual incident reports; 6) a copy of the referral.

C.13 CFSA REFERRALS

- C.13.1 The Contractor shall log, assign, review the referral and contact the Social Worker within five (5) days of the referral from CFSA.
- C.13.2 CFSA reserves the right to refer clients to any Contractor with program openings or "slots" available and determined to be a proper referral resource as indicated by the CFSA Collaborative Liaison Office's Program Monitor who is responsible for making afterschool or summer camp referrals.
- C.13.3 The Contractor may not refuse to accept a referral made by CFSA's Collaborative Liaison Office.
- C.13.4 After acceptance of the client into the Contractor's program, a Contractor may later consider the referral inappropriate and request that CFSA conduct a review of the referral. The Contractor shall submit the request for an informal review in writing addressed to the Administrator, CFSA's Collaborative Liaison Office. This request must be made during routine business hours, or the next business day.
- C.13.5 CFSA's Collaborative Liaison Office will schedule the informal review within five (5) business days of receipt of the request.
- C.13.6 Within five (5) business days of the review, the Collaborative Liaison Office shall transmit to the Contractor a written decision concerning the referral.
- C.13.7 Should the Contractor be dissatisfied with the Administrator's written decision, the Contractor may request, in writing, a formal review with the CFSA Deputy Director, Collaborative Liaison Office.

- C.13.8 The request for the formal review shall be submitted in writing, and the Collaborative Liaison Office will schedule the formal review within five (5) business days of receipt of the request.

C.14 REPORTS

C.14.1 Monthly Reports

- C.14.1.1 The Contractor shall submit a monthly report no later than the 15th of each month in a format prescribed by CFSA, which includes but not limited to the number of active cases brought forward, the new referrals accepted for service, the total number of clients serviced, the number of cases closed during the month, the number of active cases carried forward, the number of days of therapeutic afterschool and summer camp services provided during the month and year-to-date, and the number of clients who have been inactive for 30 days or more. The report shall also include a brief discussion of any other reports made during the month and a summary of any factors that interfered with the provision of services.

- C.14.1.2 The Contractor shall submit an original Therapeutic Afterschool and Summer Camp Narrative Report sheet and the Monthly In-Service Report on a monthly basis to CFSA's Fiscal Office and the CFSA Program Monitor with its submission of active cases brought forward, the new referrals accepted for service, the total number of clients serviced, the number of cases closed during the month, the number of active cases carried forward, the number of hours of afterschool and summer camp services provided during the month and year-to-date, the number of clients who have been inactive for 30 days or more. Reports must be original – no faxing/copies are to be submitted. The Contractor must submit copies of these two reports to the client's Social Worker as well, and maintain monthly phone contact with the Social Worker.

- C.14.1.3 The Contractor shall submit any additional data and reports as requested by the Child and Family Services Agency.

- C.14.1.4 The Contractor shall make records, reports, and any other data and program information available to the Child and Family Services via paper, electronic or in the form of observation through on-site visits conducted by CFSA staff.

C.14.2 Significant Changes and Emergencies Reports

- C.14.2.1 The Contractor shall report significant client changes and emergencies to the CHILD AND FAMILY SERVICES AGENCY. Significant changes are to be reported in writing within three days, but emergencies must be reported by telephone immediately with a written report to follow within three days. Reports shall be made to the CFSA Program Monitor.

C.14.3 Unusual Incident Reports

- C.14.3.1 The Contractor shall report any "unusual incidents" as defined in section C.4.14 Unusual Incident reports shall be submitted in writing to the CFSA monitor within 24 hours and shall include a report of the incident as well as all actions taken by the Contractor in response to the incident.

C.14.4 Progress Reports

- C.14.4.1 The Contractor shall develop, implement, and describe in detail a system for making progress reports on the condition or situation of clients upon request of the CFSA Program Monitor. These reports may include but are not limited to: an assessment on the condition of a client, information about progress made toward reaching goals or attaining an improved level of functioning; and information about whether the use of the afterschool and summer camp services are meeting a client's needs. The CFSA Program Monitor will provide instructions about the specific information needed in these reports when the request for a report is made.

C.14.5 Corrective Action Reports

- C.14.5.1 The Contractor shall report any corrective actions taken in response compliance issues raised by the CFSA Program Monitor and/or the Contracts and Procurement Administration. The Contractor shall respond in writing to poor and unsatisfactory monitoring reports given to the Contractor by CFSA, and shall prepare and send to CFSA any other reports as requested.

C.14.6 Criminal Misconduct Reports

- C.14.6.1 If a client accuses an employee of criminal misconduct, CFSA will and the Contractor shall both advise the client of his/her right to report the incident to law enforcement officials. The District will require the Contractor to provide a report within 30 days. The report shall contain confirmation that the Contractor made efforts to investigate the client's complaint (e.g. called the employee in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client,) and conclusions that were drawn following the investigation. If the report involved a loss of property or money, the Contractor shall reimburse the client for reasonable claims if there is reasonable indication that the Contractor or its employees were at fault. The report shall also include information regarding measures taken to prevent similar complaints from recurring and information about the results of the police investigation, if conducted. Each such case shall be evaluated on its individual merits.
- C.14.6.2 It is not mandatory to obtain a criminal conviction before reimbursing a client, and the standard of "reasonable indication" shall prevail. Failure to comply with appropriate follow-up to allegations of criminal misconduct will be considered a serious contract violation that will weigh heavily in the overall rating of service.

C.15 TRANSPORTATION SERVICES

- C.15.1 The Contractor shall provide transportation services for all of the approved therapeutic afterschool clients and clients for the summer camp program. The children are clients of the Child and Family Services Agency (CFSA) and require round trip and/or one-way transportation services from their residences or other designated locations to/from school in a timely manner or one-way transportation from school to designated locations

C.15.2 Target Population

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

The Contractor shall provide transportation services for all of the approved therapeutic afterschool clients and clients for the summer camp program, ages six (6) to fourteen (14), who are wards of CFSA in the District of Columbia and who may have mild to severe emotional, physical, learning, visual and/or speech impairments.

C.15.3 CFSA has estimated that all of the therapeutic afterschool and summer camp clients shall be provided services during the regular school year for the base year and for each of the four (4) option years.

C.15.4 CFSA has estimated that all of the therapeutic afterschool and summer camp clients shall be provided services during summer camp for the base year and for each of the four (4) option years.

C.15.5 The Contractor and Contractor's staff shall be knowledgeable and sensitive to the needs and anxieties of the children, their families, and/or surrogate caregivers.

C.16 **Location of Services**

C.16.1 The Contractor shall provide transportation services primarily within the Metropolitan Washington Area or within a seventy-five (75) mile radius of Washington, DC.

C.16.2 While almost all transportation service requirements will be within the Metropolitan Washington Area, there may be occasions when a child will require transportation services beyond this area.

C.17 **Specific Requirements**

C.17.1 The Contractor shall provide all supervision, personnel, licenses, insurance, equipment, fuel, and operating supplies required to perform the transportation services.

C.17.2 The Contractor shall possess, at contract initiation and maintain throughout the term of this contract, a Certificate of Necessity from the Washington Metropolitan Area Transit Commission, which attests to its authority to engage in the business of transportation of children, ages six (6) through fourteen (14).

C.17.3 The Contractor shall comply with all required federal, state, District or municipal regulations that are required to perform transportation services during the term of the contract.

C.17.4 The Contractor shall provide round trip and/or one-way daily transportation services to clients of CFSA, ages 6 to 14 for five days a week. The clients will be picked up from school and delivered to the afterschool program and summer camp program, from the end of the school day until 7:00 PM, or 12:00 PM to 7:00 PM or until the last rider has been delivered to the destination, whichever is later. The Contractor shall be required to extend services beyond 7:00 p.m., if all riders have not been picked up and returned to their designated location by that time.

C.17.5 The Contractor shall provide transportation by the most direct routes possible, with deviations occurring only because of unforeseen circumstances which may require rerouting, such as encounters with emergency vehicles, road repairs, or accidents. There shall be no other riders in vehicle with the exception of the children being transported, the Escort Aide and the Driver. The Contractor shall not mix passengers from any other contract or for any reason.

- C.17.6 The Contractor shall provide round trip and/or one-way transportation services for the children, from their school, residence or other designated locations, Monday through Friday, except on the holidays specified below.

New Years Day, Martin Luther King, Jr., Day, Presidents' Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

- C.17.7 The Contractor shall provide one driver and one escort aide on each vehicle when transporting children.
- C.17.8 The Contractor shall attempt to fill the Escort Aide position with an applicant who has demonstrated ability in working with children with special needs. The Contractor shall also ensure that the escort aides safely assist children to and from the pick-up and drop off sites and on and off the vehicle and provide adequate supervision throughout the duration of the transport.
- C.17.9 The Contractor shall ensure that all children are fastened in age-appropriate and weight-appropriate seat belts, as required by law. The Contractor shall ensure that children ages six through eight, weighing between forty (40) and eighty (80) pounds, unless they are at least 4'9" tall, should be secured in a forward facing, belt positioning booster seat. The belt-positioning booster must be used with both lap and shoulder belts. Children over eighty (80) pounds shall be secured in seat belts where the harness goes across the shoulder and lap and the knee bends over the seat.
- C.17.10 The Contractor shall ensure that all wheelchairs are securely fastened and immobilized and that the child is securely belted in.
- C.17.11 The Contractor shall respond to disciplinary problems and other non-medical type emergencies. The Contractor shall ensure that all drivers and escort aides are sufficiently trained in de-escalation techniques pertaining to children whose behavior poses a risk to self or others during a transport. The training shall meet nationally recognized standards governing appropriate use of de-escalation. The Contractor shall ensure its employees successfully complete the training prior to assignment of a transport route of being allowed to operate or work on a transport vehicle.
- C.17.12 The Contractor shall ensure that disciplinary problems are not handled by cruel or unusual methods. The application of disciplinary action shall be fair, reasonable, and consistent. The Contractor shall ensure that efforts other than physical restraint are used to redirect or de-escalate a situation, unless the child's behavior poses an immediate risk to his/her physical safety or to other children in transport.
- C.17.13 The Contractor shall provide adequate supervision and assistance to all children being transported. If at any time a child's behavior during the transport becomes such that special supervision is required, the Contractor shall ensure that the child is closely monitored. The Contractor shall report the incident to the CFSA monitor (202-442-6001) or (202-715-7797) who shall work with the child's multidisciplinary team to develop a plan to address the high-risk behavior. Unusual incidents should be reported using the standard form provided by CFSA. All unusual incidents report forms shall be completed within 48 hours of the event. Additionally, the Contractor shall report any incidents of abuse or neglect to CFSA's Intake Hotline on 202-671-SAFE or 671-7233. An incident of abuse or neglect includes, but is not limited to, children abusing other children and/or drivers or escort aides abusing children.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- C.17.14 The Contractor shall request immediate assistance for children experiencing medical emergencies. The Contractor shall immediately dial 911 for medical assistance for the child and shall take all safety precautions ensuring the remaining children are not at risk or harm during the episode. The Contractor shall ensure that the driver and escort aide follow the direction of the 911 Operator and the on-site emergency medical team.
- C.17.15 The Contractor shall ensure that each driver and escort aide is equipped daily with cellular telephones or other communication devices that are operable at all times. The equipment shall be adequate and available for use in emergency situations.
- C.17.16 The Contractor shall ensure that each driver and escort aide have current training on the basic standards of first aid and age-appropriate cardiopulmonary resuscitation (CPR). Approved first aid and CPR training shall be in accordance with a nationally recognized standard such as American Red Cross or the American Heart Association. Documentation of such training is to be provided to CFSA within thirty (30) days of the execution of the contract.
- C.17.17 The Contractor shall maintain a record of all first aid and CPR trained employees, showing who has completed the training. The Contractor shall monitor expiration dates to ensure that all employees have current training.
- C.17.18 The Contractor shall perform transportation services in accordance with the transportation schedule provided by the CFSA Collaborative Liaison Office at the inception of the contract. Afterwards, the CFSA Collaborative Liaison Office shall contact the Contractor by telephone to convey any new request.
- C.18 **Staff Requirements**
- C.18.1 The Contractor shall have employees that are fully qualified, free from communicable diseases, and physically able to perform their duties.
- C.18.2 The Contractor shall have written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers or interns. Employees shall have a minimum of a high school diploma or GED and pass a drug test prior to the offer of employment by the Contractor.
- C.18.3 The Contractor shall maintain records on each employee's suitability for performing the duties of driver or escort aide. The records shall be maintained in the main office and made available for inspection by CFSA upon request, within thirty (30) days after the date of contract award.
- C.18.4 The Contractor shall ensure that all direct (driver, escort aides, etc.) and indirect staff, but not limited to consultants, do not have any prior criminal record or convictions for child abuse or neglect, molestation, sexual abuse, rape, drug possessions or drug distribution.
- C.18.4.1 The Contractor shall ensure that each employee has not been disqualified by a criminal background check prior to having unsupervised access to children.
- C.18.4.2 The Contractor shall provide CFSA documentation that all employees are free of criminal records, or convictions, are drug and alcohol free and are not in treatment for drug or alcohol abuse.
- C.18.5 The Contractor shall ensure that each employee who performs services under this contract have a (1) police clearance from each state in which they have lived for the past five years and (2) child protective registry clearance.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- C.18.5.1 The Contractor shall submit this documentation of police and child protection registry clearances to CFSA prior to contract award.
- C.18.6 The Contractor shall terminate or deny employment to any employee, prospective employee, and intern or volunteer for misrepresenting his/her background information. In addition, the Contractor shall immediately terminate any employee, intern or volunteer for drug or alcohol abuse, or the perpetration of child abuse of any child.
- C.18.7 The Contractor shall ensure that each driver has a valid driver's license in his or her possession while operating a vehicle. The driver's license shall be appropriate for the type of vehicle being driven.
- C.18.8 The Contractor shall develop and maintain an on-call back-up Driver plan to compensate for employees who are absent from work for any reason. The Contractor shall ensure that each transport vehicle is staffed with a driver and escort aide and that transportation is not interrupted due to staffing issues.
- C.18.9 The Contractor shall ensure that drivers obey all posted traffic signals. CFSA shall not be responsible for traffic tickets or other liabilities incurred as a result of driver negligence.
- C.19 **Vehicle Requirements**
- C.19.1 The Contractor shall provide a fleet of passenger vehicles capable of transporting the numbers and types of children set forth in this solicitation. The vehicles shall conform to Highway Safety Standards, meet the Americans with Disabilities Act requirements and other regulations required for providing transportation services. In addition, the vehicle shall have adequate heating and air conditioning.
- C.19.2 The Contractor shall ensure that each vehicle is adequately insured for the maximum liability coverage. The Contractor shall not permit an employee to transport children in personal vehicles.
- C.19.3 The Contractor shall have passenger vehicles that have a maximum seating capacity for fifteen (15) passengers and a minimum seating capacity for six (6) passengers. The Contractor shall have ready access to wheel chair accessible vehicles, as needed.
- C.19.4 The Contractor's vehicles shall be equipped with:
- C.19.5 Operational lap and shoulder seat belts for passengers in the most forward seat, and shoulder harness and lap type belts for all other passengers. Vehicles shall be equipped with seat belts and booster seats and/or other appropriate safety devices for all passengers as required by law. The number of passengers shall not exceed the vehicle number of seat belts.
- C.19.6 Seat belts or approved child passenger restraint systems, as appropriate for the child, whenever the vehicle is in motion.
- C.19.7 Fire extinguishers approved by the Washington Metropolitan Area Transit Commission (WMATC). Fire extinguishers shall be adequately maintained and re-charged and ready for use at all times. Fire extinguishers shall receive maintenance certification by a licensed firm specializing in this work, based upon the manufacturer's recommended schedule. Maintenance means a thorough check of the extinguisher for mechanical parts, extinguishing agents and expelling means.
- C.19.8 A first aid kit of appropriate type and capacity consistent with WMATC standards. First aid kits shall contain, at a minimum, barrier gloves, one-way resuscitation masks,

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

bandages, scissors, tweezers, ace bandages, gauze, thermometer and alcohol swabs or something similar.

- C.19.9 “Fasten Seat Belt” and “No Smoking” signs shall be posted inside every vehicle.
- C.19.10 Operable cellular telephones or other emergency communication devices for the driver and escort aide. The equipment shall be adequate and available for use in emergency situations.
- C.19.11 The Contractor shall adhere to the following inspection and maintenance of its vehicles/equipment, at its own expense.
- C.19.12 The Contractor shall ensure that each vehicle used in the performance of the contract is inspected annually by the D.C. Department of Motor Vehicles or the local jurisdiction for operational safety. The Contractor’s vehicle must pass this inspection and display a valid inspection sticker at all times. Vehicles that do not pass this inspection shall be immediately removed from the transportation service until repairs are made and the vehicle passes the re-inspection.
- C.19.13 The Contractor shall ensure that each vehicle is legally licensed and registered in the state where the business is located.
- C.19.14 The Contractor shall assume full responsibility for the preventive and remedial maintenance of all vehicles. All vehicles shall be maintained in safe operating condition at all times.
- C.19.15 The Contractor shall keep the exterior and interior of all vehicles clean and litter-free at all times.
- C.19.16 The Contractor shall have full responsibility for the storage of vehicles during non-working hours. CFSA is not responsible for stolen or vandalized vehicles.
- C.19.17 The Contractor shall adhere to the following in case of emergency:
- C.19.18 In the event of an accident or other incident of emergency nature, the Contractor is to ensure that each child is safe and supervised during the incident. Further, the Contractor shall have an emergency vehicle exit plan covering each child and his/her specific need. If an incident takes place before or after regular business hours and the transportation coordinator or supervisory personnel of CFSA are unavailable, the Contractor shall contact the CFSA hotline to report the status of the children.
- C.19.19 The Contractor shall ensure that if a Driver experiences an emergency such as vehicle breakdown or accident, he/she shall notify the Dispatcher immediately, who will immediately notify the CFSA Collaborative Liaison Office. The Contractor shall develop an emergency plan addressing how and when to contact the CFSA Collaborative Liaison Office and shall ensure that the individual is available to the Dispatcher reporting the emergency event.
- C.19.20 The Contractor shall ensure that the Driver contacts the CFSA Hotline at (202) 671-7233 to request immediate notification of the Office of Clinical Practice’s clinician on call to report the status of the children in the event of an accident or other emergency. The Driver shall, if physically able call for medical assistance, notify the Police Department, and then call the Dispatcher. The Driver shall provide the on call clinician and the Dispatcher with the following information:
 - a. Description of and the extent of the accident/damage.

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- b. Time and location of the accident or broken vehicle.
- c. The names and severity of injuries to children in transport, including employees.
- d. The name of the emergency service provider.
- e. The hospital or location where injured children or employees are transported.
- f. The disposition of uninjured children and/or employees.

C.19.21 The Contractor shall ensure that this information is immediately reported to CFSA and shall submit in writing an Unusual Incident Report using the standard form provided by CFSA Collaborative Liaison Office within forty-eight (48) hours of the accident.

C.19.22 In the event a disaster takes place during the time that children are being transported, children shall be kept on the bus/van and the driver shall ask for assistance through radio contact with the Dispatcher. If roads are impassable, any child who is at home waiting for the bus shall not be picked up and remains the responsibility of the parent delivering students to their homes. Should road conditions prevent the driver from delivering students to home or to school in the morning; the students shall be delivered to the nearest school site. Parents or guardians may pick them up after the “all clear” signal. The Contractor shall notify the Collaborative Liaison Office or the CFSA Hotline of the location of the children.

C.19.23 The Contractor shall provide an approved plan describing child accountability at the end of each shift. The Contractor shall ensure that each child is accounted for prior to the vehicle beginning the designated route and prior to ending the designated route. Further, the Contractor shall provide an approved plan on reporting when a child is missing from his/her assigned vehicle.

C.19.24 The Contractor shall notify CFSA’s Collaborative Liaison Office when a child is not picked up from his/her designated route and prior to ending the designated location by the end of the shift. Within 24 hours, the Contractor shall provide a written report describing why the child was not available for pick-up. The Contractor shall ensure that drivers maintain a daily log covering all children using the transportation system. This includes, but is limited to child’s parent or adult, and the responsible parent/adult’s telephone number. The Contractor shall coordinate with CFSA’s Collaborative Liaison Office on verifying names and identity of the child’s caregiver.

C.20 **Consolidation of Routes**

The Contractor shall ensure that all daily pick-up and drop off points are in close proximity to where the child resides and where he/she must be transported. The Contractor is not permitted to allow drivers to pick-up or drop off children outside the designated route, unless current circumstance dictates. This is only allowable on a case-by-case basis and is not permitted as a general rule of operation.

C.20.1 The Contractor is not permitted to allow non-routine trips unless it has been approved in advance by the CFSA Collaborative Liaison Office. One-way trips are not permitted unless written notification is provided to the Driver indicating the child is not to be picked-up from his/her drop off point. The Contractor shall choose routes that will require the least amount of time on the bus/van for children and represents the shortest distance between points.

END OF SECTION C

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

***** END OF SECTION D *****

SECTION E: INSPECTION AND ACCEPTANCE

- E.2 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.
- E.2 The Contractor shall permit, at the District's expense, a minimum of two (2) inspections at the Contractor's location by District representatives.
- E.3 Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the services to be furnished under the Contract to ensure that the services conform to the terms of the resultant contract. Any item found not in compliance with the specifications shall be rejected.

*****END OF SECTION E*****

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract. If the District decides to renew the contract under section F.2.1, the option shall include the maximum number of clients as set forth in sections B.4.1.1, B.4.1.2 and B.4.1.3 which the contracting officer may revise in accordance with the Changes clause of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

F.3.1 The Contractor shall make records, reports, and any other data and program information available to the Child and Family Services Agency via paper, electronic or in the form of observation through on-site visits conducted by CFSA staff.

F.3.2 MONTHLY ACTIVITY REPORTS

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
Monthly Report See Section C.14.1.1	The Contractor shall submit a monthly report in a format prescribed by CFSA, which includes but not limited to the number of active cases brought forward, the new referrals accepted for service, the total number of clients serviced, the number of cases closed during the month, the number of active cases carried forward, the number of hours of mentoring services provided during the month and year-to-date, the number of clients who have been inactive for 30 days or more. The report shall also include a brief discussion of any other reports made during the month and a summary of any factors that interfered with the provision of services.	No later than the 15 th of each month.
Therapeutic Afterschool and Summer Camp Narrative Report sheet and the Monthly In-Service Report See Section C.14.1.2	The Contractor shall submit an original Therapeutic Afterschool and Summer Camp Narrative Report sheet and the Monthly In-Service Report to CFSA's Fiscal Office and the CFSA monitor with its submission of active cases brought forward, the new referrals accepted for service, the total number of clients serviced, the number of cases closed during the month, the number of active cases carried forward, the number of days of afterschool and summer camp services provided during the month and year-to-date, the number of clients who have been inactive for 30 days or more. after each contact, and reports must be original – no faxing/copies are to be submitted. The Contractor must submit copies of these two reports to the client's Social Worker as well, and maintain monthly phone contact with the Social Worker.	Once a month.
See Section C.14.1.3	The Contractor shall submit any additional data and reports as requested by the Child and Family Services Agency.	Submit within five days of a request from the CFSA monitor.

F.3.2 SIGNIFICANT CHANGES AND EMERGENCIES

Deliverable	<u>Method of Delivery</u>	<u>Due Date</u>
Significant Changes and Emergency Report Section C.14	Significant changes are to be reported in writing and emergencies must be reported by telephone with a written report to follow. Reports are to be submitted to the CFSA monitor.	Significant changes shall be submitted to the CFSA monitor within three days and emergencies are to be reported to the CFSA monitor immediately with a written report to follow within 3 days.

F.3.3 REPORTING UNUSUAL INCIDENTS

Deliverable	<u>Method of Delivery</u>	<u>Due Date</u>
Unusual Incident Reports See Section C.14.3.1	Written report shall be submitted to the CFSA monitor, report shall include detail of the incident as well as all actions taken by the Contractor in response to the incident.	Submit within 24 hours of the incident.

F.3.4 PROGRESS REPORTS

Deliverable	<u>Method of Delivery</u>	<u>Due Date</u>
Progress Reports See Section C.14.4.1	Written reports shall be submitted to the CFSA monitor. Reports may include, but are not limited to: information about progress made toward reaching goals or attaining an improved level of functioning; information about whether the use of the afterschool and summer camp services is meeting a client's needs, and the like. The CFSA monitor worker will provide instructions about the specific information needed in these reports when the request for a report is made.	Submit within five days of a request from the CFSA monitor.

F.3.5 CORRECTIVE ACTION REPORTS

Deliverable	<u>Method of Delivery</u>	<u>Due Date</u>
Corrective Action Reports See Section C.14.5	<p>Written reports shall be submitted to CFSA monitor in response to a report of less than satisfactory services provided to clients. Reports shall include:</p> <ul style="list-style-type: none"> • Information about actions taken to correct identified problems • Dates actions were taken. • Any follow up to ensure that problems are not recurring. 	<p>Submit within two weeks of the receipt of a monitoring report that identifies less than satisfactory services.</p>

F.3.6 CRIMINAL MISCONDUCT REPORTS

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
<p>Criminal Misconduct Report See Section C.14.6</p>	<p>Written report shall be submitted to the CFSA monitor.</p> <p>In response to an accusation of criminal misconduct, the Contractor shall advise the client of his/her right to report the incident to law enforcement officials and shall provide a special report that includes:</p> <ul style="list-style-type: none"> • Confirmation that the Contractor made reasonable efforts to investigate the client's complaint (e.g. called the mentor in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client, and the like) • Conclusions drawn following the investigation. • Decision and actions taken about reimbursing the client if the allegation involved a loss of property or money, • Information about what measures were taken to prevent similar complaints from recurring and • Information about the results of the police investigation, if there was one. 	<p>Submit within 30 days of the report of the allegation.</p>

F.3.7 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

*****END OF SECTION F*****

G.1 CONTRACT ADMINISTRATION

G.1.1 The Child and Family Services Agency, Contracts and Procurement Administration shall be responsible for all matters of contract administration that do not deal with the monitoring of programmatic performance, for which the CFSA Program Monitor is responsible. All questions shall be directed in writing to the Agency Chief Contracting Officer, unless the Agency Chief Contracting Officer designates another contact person.

G.1.2 Contracts shall be entered into and signed on behalf of the District of Columbia only by the Contracting Officer. The address and telephone number of the Contracting Officer is:

Tara Sigamoni
Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024
(202) 724-5300

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.2.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

G.2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

G.2.3 In the event that the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

G.3 PROGRAM MONITOR

G.3.1 The CFSA Program Monitor shall be the person designated by CFSA to monitor programmatic aspects of contract performance/delivery of services. The Program Monitor shall have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this contract and make recommendations to the Agency Chief Contracting Officer. The Program Monitor shall also review, approve and sign all invoices and verify all work performed prior to payment by CFSA.

G.3.2 The CFSA Program Monitor for this contract is:

Collaborative Liaison Office
Child and Family Services Agency
400 Sixth Street SW
Washington, DC 20024
(202) 442-6001 or (202) 715-7797

G.4 INVOICE SUBMITTAL

G.4.1 The Contractor shall submit properly executed invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in triplicate and submitted to the Agency Fiscal Officer. The address of the Agency Fiscal Officer is:

**Agency Fiscal Officer
Child and Family Services Agency
400 Sixth Street, SW, 2nd Floor
Washington, DC 20024**

You can also submit your invoices by e-mail to: cfsa.accountspayable@dc.gov

G.4.2 To constitute a properly executed invoice, the Contractor shall submit the following information on the invoice: Contractor's name, address, telephone number, Contract number, invoice date, Federal tax identification number, description of services or supplies, date services or supplies were delivered, certifying signature by Contractor authorized official and other documentation as required according to the Contract.

G.5 INVOICE PAYMENT

G.5.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty-five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

G.6 RESPONSIBILITY FOR AGENCY PROPERTY

G.6.1 The Contractor shall assume full responsibility for and shall indemnify the Agency for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in the Contractor's custody during the performance of services under this contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractor. The Contractor shall do nothing to prejudice the Agency's right to recover against third parties for any loss, destruction of, or damage to Agency property and upon the request of the Contracting Officer. CFSA will not be providing equipment or other property. The Contractor shall provide all reasonable assistance and cooperation,

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

including assistance in the protection of suit and the execution of instruments of assignment in favor of the Agency recovery.

G.7 MODIFICATIONS

G.7.1 Any changes, additions or deletions to this contract shall be made by written modification by the Agency Chief Contracting Officer only and no other. Any such changes, additions or deletions made to the contract by a CFSA or non-CFSA employee who is not an authorized Agency Chief Contracting Officer shall be deemed null and void.

G.8 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of referral by the Collaborative Liaison Office/Contract Monitor. Such orders may be issued during the term of this contract.
- b) All referrals are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.
- c) If mailed, a referral is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic methods.
- d) Within ninety (90) days of award of the contract(s), CFSA may reallocate Afterschool and Summer Camp clients currently being served by a contractor in order to meeting the terms of the awarded contract(s).
- e) CFSA will allocate referrals (1) based on the minimum quantity specified in the contract, (2) on a rotational basis, and (3) as determined by CFSA taking into consideration the client service needs.

*****END OF SECTION G*****

SECTION H:

H.1 KEY PERSONNEL

H.1.1 There shall be no substitutions of the Key Personnel without prior written approval of the CFSA Program Monitor. The CFSA Program Monitor shall approve all key personnel proposed by the Contractor to work under this Contract, prior to the individual beginning work. CFSA may require for any reason, and at any time, that the Contractor remove and replace Contractor personnel or subcontractor personnel.

H.1.2 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA clients in accordance with the confidentiality law (requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07), the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.2.1 Definitions

- (a) “Business Associate” shall mean The Contractor.
- (b) “CFSA” shall mean the District of Columbia, Child and Family Services Agency
- (c) “Confidentiality law” shall mean the requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) “Designated Record Set” means:
 - 1. A group of records maintained by or for CFSA that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
 - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (e) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (f) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of CFSA, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning CFSA or its employees.
- (g) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (g) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (h) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.2.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to protected information in a Designated Record Set, to CFSA or, as directed by CFSA, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR

164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.

- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.2.4 Obligations of CFSA

- (a) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

H.2.5 Permissible Requests by CFSA

CFSA shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by CFSA.

H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Section H.2 by the Business Associate, CFSA shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, CFSA shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to protected information that is in the possession

of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected information.

- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit CFSA to comply with the Privacy Rule.

*****END OF SECTION H*****

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of this Contract.

I.2 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before they, any of their officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, and issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

I.3 SUBCONTRACTING

I.3.1 The Contractor shall not engage subcontractors to perform any of its responsibilities under this Contract without the prior written approval of the Contracting Officer.

I.3.2 Consent by the CFSA to any proposed subcontractor shall not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Contract.

I.3.3 The Contractor shall assure that all subcontracts approved by CFSA shall be consistent with the terms of this Contract, including, but not limited to, certifications and licenses of staff, safeguarding of confidential information, and insurance coverage.

I.3.4 For purposes of this Contract, any individual who is performing any part of the work or other requirement of this Contract and who is an employee of the Contractor is considered Contractor Personnel (“Contractor Personnel”). For example, self-employed individuals, independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency etc., who perform any part of the work or requirements of this contract, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors. For purposes of this Contract, individuals and entities that perform services or provide goods under this Contract and are not included in the definition of “Contractor Personnel” under this paragraph shall be considered subcontractors. Arrangements with either temporary agencies or with individuals, for the provision of temporary personnel, are considered subcontracts.

I.4 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.5 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.6 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

The Contractor shall sign a Confidentiality Agreement and shall abide by the information and security documents regarding the children and families in CFSA's care.

The Contractor's employees shall sign a Confidentiality Agreement upon request by CFSA.

I.7 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.8 RIGHTS IN DATA

I.8.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.8.2 (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

(b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and Computer Software documentation. Technical data does not include Computer Software or financial, administrative, cost and pricing and management data or other information incidental to contract administration.

I.8.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute

an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.8.4 The term "Computer Databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.8.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.8.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
 - I.8.6.1 Use the Computer Software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.8.6.2 Use the Computer Software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.8.6.3 Copy Computer Programs for safekeeping (archives) or backup purposes; and
 - I.8.6.4 Modify the Computer Software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.8.7 The restricted rights set forth in section I.8.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ **(Contractor's Name) and**

(ii) If the data is Computer Software, the related Computer Software documentation includes a prominent statement of the restrictions applicable to the Computer Software. The Contractor may not place any legend on the Computer Software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such Computer Software shall relieve the District of liability with respect to such unmarked software.

- I.8.8 In addition to the rights granted in Section I.8.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.8.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in Technical Data or Computer Software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.8.9 Whenever any data, including Computer Software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.8.9 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.8.10 For all Computer Software furnished to the District with the rights specified in Section I.8.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.8.5. For all computer software furnished to the District with the restricted rights specified in Section I.8.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.8.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data

furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.8.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.8.13 Paragraphs I.8.6, I.8.7, I.8.8, I.8.11 and I.8.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.11 HIPAA PRIVACY COMPLIANCE

I.11.1 Definitions

- (e) “Business Associate” shall mean the American Humane Association
- (f) “CFSA” shall mean the District of Columbia, Child and Family Services Agency
- (g) “Designated Record Set” means:

1. A group of records maintained by or for CFSA that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.

2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

I.11.2 Obligations and Activities of Business Associate

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- (a) The Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

I.11.3 Permitted Uses and Disclosures by Business Associate

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

- (a) Refer to underlying services agreement. Except as otherwise limited in this Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

I.11.4 *Obligations of CFSA*

- (e) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (f) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (g) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

I.11.5 *Permissible Requests by CFSA*

CFSA shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

I.11.6 *Term and Termination*

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by the Business Associate, CFSA shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, CFSA shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (3) Except as provided in Section I.11.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (4) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

I.11.7 Miscellaneous

- (a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section I.11.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.

(d) Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

I.12 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Child and Family Services Agency and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.13 ORDER OF PRECEDENCE

The following is a list of documents in the order of priority to resolve any conflicts of inconsistencies among the terms of this Contract or in the terms of any attachments to this Contract.

I.13.1 Sections A through I of this Contract.

I.13.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services contracts, dated March 2007.

I.14 INSURANCE

I.14.1 The Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or nonrenewed. If the insurance provided is not in compliance with all the requirements herein, The District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Tara Sigamoni
Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, S.W.
North Building, Suite 5200
Washington, D.C. 20024

I.15 WORKERS' COMPENSATION

- I.15.1 A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/ accident, \$100,000/ disease, \$500,000/ disease policy limit shall be included.

I.16 COMMERCIAL GENERAL LIABILITY INSURANCE

- I.16.1 A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this contract. Products-completed operations, independent contractors, and contractual liability coverages are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment will be brought onto the job site, the policy shall be endorsed to provide coverage for sudden and accidental pollution. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.17 AUTOMOBILE LIABILITY INSURANCE

- I.17.1 A policy issued to and covering the liability of the Contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under the Contractor's Commercial General Liability Insurance. The policy shall designate the District as an additional insured with respect to operations to be performed in connection with this contract. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.

- I.17.1.2 The insurance policies required by this section shall contain the following endorsement:

- I.17.1.3 "It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contacting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action. The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, S.W.
North Building, Suite 5200
Washington, D.C. 20024

Office of the City Administrator
Attention Risk Management Officer
441 4th Street, NW
Suite 800S
Washington, D.C. 20001

- I.17.1.4 The Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, suits in law and equity (including without limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:
- I.17.1.5 Operating a facility;
- I.17.1.6 Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or
- I.17.1.7 Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors; whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility's indemnity obligations under this section shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility's obligation to defend the contracting entity, licensing agency, and the District of Columbia government.
- I.17.1.8 Contractors shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency upon written request.

*****END OF SECTION I*****

SECTION J

ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference and Order of Preference – a conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference in the following order of preference:

J.1 INCORPORATED ATTACHMENTS (The following forms, located at www.cfsa.dc.gov Contracting Opportunities, Procurement Library)

J.1.1 LaShawn A V. Fenty Amended Implementation Plan, dated February 2007

J.1.2 Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

J.1.3 Wage Determination No. 2005-2103 (REV) No. 8, dated 05/26/2009

J.2 INCORPORATED ATTACHMENTS (The following forms, located at www.cfsa.dc.gov Contracting Opportunities, Procurement Library, shall be completed and incorporated with the bid.)

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Office of Tax and Revenue Tax Certification Affidavit

J.2.4 Department of Employment Services Tax Certificate Affidavit

J.2.5 First Source Employment Agreement

J.2.6 Cost/Price Data Package and Budget Information

*****END OF SECTION J*****

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

___ a corporation incorporated under the laws of the State of: _____

an individual,

___ a partnership,

___ a nonprofit organization, **or**

___ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

___ an individual,

___ a joint venture, **or**

___ a corporation registered for business in

(Country) _____

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder Date:

Name: _____

Title: _____

Signature: _____

Bidder ___ has ___ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Bidder ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

(i) those prices

ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; **and**

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; **or**

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the bidder’s organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; **and**

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a) (2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 WALSH-HEALEY ACT

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the **Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§35-45)** (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (**41 CFR 50-202.2**) (**41 U.S.C. §40**). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see **41 CFR 50-202.3**) to the same extent that such employment is permitted under **Section 14 of the Fair Labor Standards Act (29 U.S.C. §214)**.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, sworn Tax Certification Affidavits, incorporated herein as **Section J.2.3 and Section J.2.4**.

*****END OF SECTION K*****

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends but is not obligated to award multiple contracts resulting from this solicitation to the responsive and responsible bidder(s) who have the lowest evaluated bids.
- L.1.3 Aggregate Award Group – Awards, if made will be in the aggregate for those groups herein. Bidder(s) must quote unit prices on each item within the group to receive consideration.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit a signed original and **two (2) copies**. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-09-IFB-0002"**
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid. The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 BID SUBMISSION DATE/TIME AND PUBLIC BID OPENING

Bids must be submitted no later than **2:00 PM (EST) local time on August 3, 2009 to:**

Office of Contracting and Procurement (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024

A public bid opening will be held from **2:00-4:00 PM (EST) local time on August 3, 2009 at:**

District of Columbia Child and Family Services Agency (CFSA)
Contracts and Procurement Administration (Bid Room)

955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024

L.4 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; **or**
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that mishandling by the District after receipt caused the late receipt at the location specified in the solicitation.

L.5.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a US or Canadian Postal Service postmark on the wrapper or on the original receipt from the US or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.5.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4 Late Modifications

A late modification of a successful bid, which makes its terms more favorable to the District, will be considered at any time it is received and may be accepted.

L.5.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.6 Hand Delivery or Mailing of Bids

DELIVER OR MAIL TO:

**District of Columbia Child and Family Services Agency (CFSA)
Contracts and Procurement Administration (Bid Room)**
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024

L.7 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer to the following email address: cfsa.cpa@dc.gov. The prospective bidder shall submit questions no later than **14 calendar days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **14 calendar days** before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

L.9 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Contracts and Procurement Administration, Child and Family Services Agency, 955 L'Enfant Plaza SW, North Building, Suite 5200, Washington, DC 20024, telephone (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Tara Sigamoni of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.10 BID PROTESTS

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the DC Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids

are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the **Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, DC 20004**. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.11 SIGNING OF BIDS

L.11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.11.2 All correspondence concerning the bid or resulting Contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; **or** (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of bidder;

L.13.2 Except for certifications required in section M, prior to award the bidder shall submit to the District a copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed **"Clean Hands Certification"** that is referenced in **DC Official Code §47-2862 (2001)**, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.14 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below.

- L.14.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.14.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.14.3 Evidence of the necessary organization, staffing, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.14.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.14.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.14.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.14.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.14.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

*****END OF SECTION L*****

SECTION M: EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, DC Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; **and**
- M.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.3 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

- M.3.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the

CFSA-09-IFB-0002 – Therapeutic Afterschool and Summer Camp Services

overall score for proposals submitted by the SBE in response to a Invitation for Bid (IFB)'s (RFP).

- M.3.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.3.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.3.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.3.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.3.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6 Vendor Submission for Preferences

- M.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.6.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; **or**
- M.6.3 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.6.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001**

- M.6.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

*****END OF SECTION M*****